

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Monterey (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Exec Off. of Energy and Env. Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4): 435 Main Road, Monterey, MA 01245		Business Mailing Address: 100 Cambridge St., Suite 900, Boston, MA 02114	
Contract Manager: Melissa Noe	Phone: (413) 528-1443 x111	Billing Address (if different):	
E-Mail: admin@montereyma.gov	Fax:	Contract Manager: Vanessa Farny	Phone: 857-330-1978
Contractor Vendor Code: VC6000191894		E-Mail: vanessa.farny@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: ENV 23 DCS 11	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended): \$ <u>12,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: Conservation Assistance for Small Communities grant award for the preparation of an Open Space and Recreation Plan (OSRP) for the Town of Monterey.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <u>July 1, 2023</u> , a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ___ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2024</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X:  Date: <u>4/12/23</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Justin Makuc</u> Print Title: <u>Select Board Chair</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Bryan Hightower</u> Print Title: <u>Director Capital & Trust Planning</u>	

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: Town of Monterey
CONTRACTOR VENDOR/CUSTOMER CODE: V26000191894

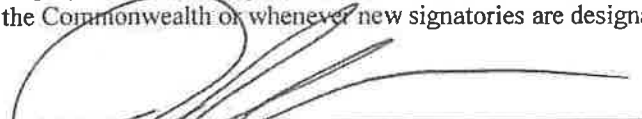
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
<u>Justin Makuc</u>	<u>Select Board Chair</u>
<u>Susan Cooper</u>	<u>Select Board member</u>

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 4/12/23

Title: Select Board Chair Telephone: 413-528-1443

Fax: 413-528-9452 Email: admin@montereyma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: Town of Monterey
CONTRACTOR VENDOR/CUSTOMER CODE: VL6000191894

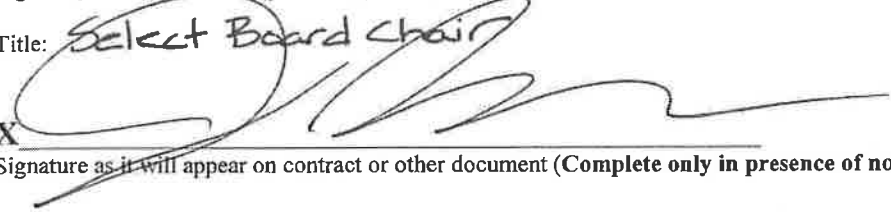
PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): JUSTIN MAKVIC

Title: Select Board Chair

X 

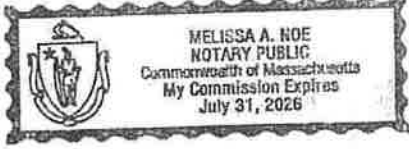
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Melissa Noe (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

April 12, 20 23.

My commission expires on:



AFFIX NOTARY SEAL.

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.*

The Conservation Assistance for Small Communities Grant award will be used to reimburse the Town of Monterey up to \$12,000 for the preparation of an Open Space and Recreation Plan (OSRP) in FY24. This contract provides a reimbursement of up to 80% of eligible project expenditures incurred between July 1, 2023 and June 30, 2024. The town is required to document expenditure of the total project cost through the submittal of invoices and canceled municipal checks.

Reimbursement payment under this contract is contingent upon the submission of an eligible application by the town to the Parkland Acquisitions and Renovations for Communities Grant Program in Fiscal Year 2024.

ATTACHMENT B – BUDGET AND APPROVED EXPENDITURES

(The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.)

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
FY24 Preparation of OSRP				\$12,000
SUBTOTAL (this page)				\$12,000

MAXIMUM OBLIGATION	\$12,000
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COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.
2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, § 26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.
3. **Contractor Payment Mechanism.** All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.
4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.
5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.
6. **Confidentiality.** The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.
7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.
8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.
9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.
10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,



COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.



HANOVER
Miscellaneous Advantage
Professional Liability Insurance

Renewal Application

Underwritten by The Hanover Insurance Company

NOTICE: THIS APPLICATION IS FOR A CLAIMS-MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY WILL APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

INSTRUCTIONS

Whenever used in this Application, the term **Applicant** shall mean the **Named Insured** proposed for insurance, and **You** or **Your(s)** shall mean the persons, entities, and subsidiaries, proposed for insurance unless otherwise stated.

A. CONTACT INFORMATION

1. Full Legal Name of **Applicant** (include all firm names, franchise affiliations, trading names and DBAs under which the **Applicant** operates): Town of Monterey

Applicant is a: Sole Proprietor Partnership Corporation LLC LLP
 Independent Contractor Other: Municipality

2. Mailing and Physical Address of **Applicant** including contact information:

Mailing Address: P.O. Box 308

City: Monterey State: MA Zip Code: 01245

Physical Address (if different): 435 Main Rd

Primary **Applicant** contact name: Melissa Noe

Title: Town Administrator Phone #: 413-528-1443 x111

Email: admin@montereyma.gov

Website: www.montereyma.gov

3. Have there been any changes in the Professional Services **You** provide over the past 12 months? Yes No

If "Yes", please explain: _____

B. GENERAL BUSINESS INFORMATION

4. Receipts/Sales (Revenues)*:

Annual Revenues Last 12 Months: \$0 *Projected Next 12 Months: \$0

5. a. Has the ownership or control of **Your** business changed in the past 12 months? Yes No

b. Has there been any other significant changes in the nature of **Your** business in the last 12 months, or do **You** anticipate any significant changes to **Your** business over the next 12 months? Yes No

If "Yes" to either a. or b. above, please explain: _____

6. Please complete the following information for the current year:

Staff	Full Time	Part Time
Principals/Professionals	1	0
Administrative/Clerical	0	0

7. Do **You** use written contracts with **Your** clients? Always Sometimes Never N/A
- If **You** use contracts, does the contract contain:
- a. A detailed description of **Your** services to be provided? Yes No N/A
- b. A hold harmless agreement and/or Limitation of Liability in **Your** favor? Yes No N/A
- c. Industry standard forms? Yes No N/A
8. Subcontractors:
- a. Do **You** use independent contractors and/or subcontractors? Yes No
If "Yes", do **You** require them to carry their own professional liability insurance? Yes No
- b. What percentage of **Your** services are performed by independent contractors and/or subcontractors? 50%
9. Do **You** have any subsidiaries for which coverage is requested? Yes No
If "Yes", please complete the schedule below.

Subsidiary Information

Full Legal Name	% Owned	Year Started	Description of Operations

IMPORTANT: It is understood and agreed that coverage is not provided for subsidiaries not fully disclosed in response to Question 9.

10. Does any of the **Applicant's** professional staff know of any incident, negligent act, error or omission, or other circumstance that could result in a claim or suit against the **Applicant** or any predecessor firm or any of the **Applicant's** current or former professional staff? Yes No
If "Yes", indicate how many: _____ and complete a Supplemental Claim Form for each potential claim.
11. Has any of the **Applicant's** or a predecessor firm's professional staff ever had their license revoked or suspended or been formerly reprimanded or been the subject of a disciplinary action? Yes No
If "Yes", please provide complete details on a separate sheet.

C. DECLARATIONS AND NOTICE

The undersigned, acting on behalf of the **Applicants**, represents that the statements set forth in this Application are true and correct and that thorough efforts were made to obtain requested information from all of **You** to facilitate the proper and accurate completion of this Application.

The undersigned agree that the information provided in this Application and any material submitted herewith are the representations of all of **You** and that they are material and are the basis for issuance of the insurance **Policy** provided by **Us**. The undersigned further agree that the Application and any material submitted herewith shall be considered attached to and a part of the **Policy**. Any material submitted with the Application shall be maintained on file (either electronically or paper) with **Us**.

It is further agreed that:

- If any of **You** discover or become aware of any material change which would render the Application inaccurate or incomplete between the date of this application and the **Policy** inception date, notice of such change will be reported in writing to **Us** as soon as practicable.
- Any **Policy** issued will be in reliance upon the truthfulness of the information provided in this Application; and
- The signing of this Application does not bind the **Applicant** to purchase insurance.

NOTICE TO ALABAMA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

NOTICE TO ARIZONA AND MISSOURI APPLICANTS: Claim Expenses are Inside the Policy Limits. All claim expenses shall first be subtracted from the limit of liability, with the remainder, if any, being the amount available to pay for damages.

NOTICE TO ARKANSAS, LOUISIANA AND WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO CALIFORNIA APPLICANTS: For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO HAWAII APPLICANTS: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

NOTICE TO IDAHO AND OKLAHOMA APPLICANTS: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO KANSAS APPLICANTS: Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

NOTICE TO MAINE, TENNESSEE, VIRGINIA, AND WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MICHIGAN APPLICANTS: Any person who knowingly and with intent to defraud an insurance company or another person files an application for insurance containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent act, which is a crime and subjects the person to criminal and civil penalties.

NOTICE TO NEW JERSEY APPLICANTS: Any person who knowingly includes any false or misleading information on an application for an insurance policy or files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

NOTICE TO NEW HAMPSHIRE APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages.

NOTICE TO NEW MEXICO AND RHODE ISLAND APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OREGON APPLICANTS: Any person who knowingly and with intent to defraud or solicit another to defraud any insurance company: (1) by submitting an application, or (2) by filing a claim containing a false statement as to any material fact, may be violating state law.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of

misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO VERMONT APPLICANTS: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

This Application must be signed by a representative of the Applicant acting as the authorized representative of the person(s) and entity(ies) proposed for this insurance.

Date

Signature/Title

4/12/23

(mm/dd/yyyy)



(Chief Executive Officer, President, Chief Financial Officer, Managing Partner or Owner)

Agent's Signature: _____

A POLICY CANNOT BE ISSUED UNLESS THE "APPLICATION" IS PROPERLY SIGNED AND DATED.

WARRANT
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BERKSHIRE, SS.
TOWN OF MONTEREY

To: Julio Rodriguez, Constable of the Town of Monterey in the County of Berkshire,

Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn inhabitants of said Town qualified to vote in the elections and Town affairs to meet in the Firehouse of the Monterey Fire Company Ltd. in said Town on Saturday, May 6, 2023, at 9:30 o'clock in the morning, then and there to act on the following articles:

ARTICLE 1. To hear and act on the reports of all Officers, Agents and Committees of the Town.

ARTICLE 2. To see if the Town will vote to fix the salaries as indicated below to be paid to elected officials for the period July 1, 2023, to June 30, 2024, pursuant to the provisions of Chapter 41, Section 108, of the General Laws, or take any other action relative thereto.

Select Board Chair	\$5,400
Select Board 2 nd	\$5,400
Select Board 3 rd	\$5,400
Assessors Chair	\$1,743
Assessors 2 nd	\$1,743
Assessors 3 rd	\$1,743
Board of Health Chair	\$ 400
Board of Health 2 nd	\$ 400
Board of Health 3 rd	\$ 400
Constable	\$736.06
Moderator	\$375.76
Tax Collector	\$27,855.35
Tree Warden	\$4,000

ARTICLE 3. To see if the Town will raise and appropriate certain sums of money, including appropriation and transfers from available funds, to defray charges and expenses of the Town, including salaries of certain Town Officers and employees, debt and interest, and provide for a Reserve Fund for the ensuing year, or raise, appropriate or transfer any other sum of money.

Acct	Description	FY23	FY23	FY24	Increase/ Decrease	% Increase/ Decrease
		5/1/21 ATM	10/15/22 & 1/21/23 STM & INTERNAL TRNFS			
		APPROVED	REVISIONS	REQUESTED	Increase (Decrease)	Increase (Decrease)
100	GENERAL GOVERNMENT					
114	Moderator	362.00	0.00	375.76	13.76	3.80%
115	Constable	712.00	0.00	739.06	27.06	3.80%
122	Select Board Elected	15,606.00	0.00	16,200.00	594.00	3.81%
122	Select Board Expenses	4,400.00	0.00	4,400.00	0.00	0.00%
122	Select Board Secretary	5,700.00	0.00	4,500.00	(1,200.00)	-21.05%
122	Grant writing wages	10,000.00	0.00	5,000.00	(5,000.00)	-50.00%
122	Grant writing expenses	500.00	0.00	250.00	(250.00)	-50.00%
122	CART (Communication Access Real Time Translation)	2,300.00	0.00	2,300.00	0.00	0.00%
123	Town Administrator	77,850.00	0.00	80,808.30	2,958.30	3.80%
123	Town Administrator Expenses	3,000.00	0.00	3,000.00	0.00	0.00%

New	Shared Human Resource Director	0.00	0.00	4,000.00	4,000.00	
120	Office Assistant Wages	8,456.40	0.00	8,456.40	0.00	0.00%
120	Office Assistant Procurement, Training & Expenses	500.00	0.00	250.00	(250.00)	-50.00%
124	Temporary Employee	1.00	0.00	0.00	(1.00)	-100.00%
131	Finance Committee Expenses	500.00	0.00	500.00	0.00	0.00%
131	Finance Committee Clerk	1.00	0.00	1.00	0.00	0.00%
132	Town Reserve Fund	30,000.00	0.00	30,000.00	0.00	0.00%
135	Town Accountant Services	38,400.00	0.00	39,300.00	900.00	2.34%
135	Town Accountant Expenses	50.00	0.00	0.00	(50.00)	-100.00%
135	Accounting/Treasurer Software	5,960.00	0.00	6,950.00	990.00	16.61%
135	Annual Audit	17,500.00	0.00	17,500.00	0.00	0.00%
135	GASB75	2,750.00	0.00	2,750.00	0.00	0.00%
141	Assessors Elected	5,031.00	0.00	5,229.00	198.00	3.94%
141	Principal Assessor Salary	45,706.25	0.00	47,443.09	1,736.84	3.80%
141	Assistant to the Principal Assessor	1.00	0.00	1.00	0.00	0.00%
141	Assessors Clerk Wages	10,496.26	0.00	11,469.12	972.86	9.27%
141	Assessors Expenses	4,225.00	4,262.77	20,900.00	12,412.23	146.24%
141	Assessors Software	12,900.00	0.00	13,750.00	850.00	6.59%
145	Treasurer Services	37,000.00	0.00	39,750.00	2,750.00	7.43%
145	Treasurer Expenses	7,000.00	0.00	7,200.00	200.00	2.86%
146	Tax Collector Elected Salary	26,835.00	0.00	27,855.35	1,020.35	3.80%
146	Tax Collector Expenses	4,850.00	0.00	5,900.00	1,050.00	21.65%
146	Tax Collector Software	5,757.00	0.00	8,200.00	2,443.00	42.44%
151	Legal Fees & Expenses	19,000.00	0.00	21,500.00	2,500.00	13.16%
151	Litigation Fees & Expenses	2,500.00	41,437.31	0.00	(43,937.31)	-100.00%
154	Meeting Warrants Printing & Postage	2,700.00	0.00	2,700.00	0.00	0.00%
155	IT expenses	4,000.00	0.00	4,000.00	0.00	0.00%
155	Broadband Services (town hall)	2,000.00	0.00	2,000.00	0.00	0.00%
158	Tax Title Legal Services	5,000.00	0.00	5,000.00	0.00	0.00%
160	Town Clerk Wages	27,384.52	0.00	17,916.00	(9,468.52)	-34.58%
160	Town Clerk Staff	5,187.00	0.00	0.00	(5,187.00)	-100.00%
160	Town Clerk Expenses	7,450.00	-1,500.00	5,400.00	(550.00)	-9.24%
162	Election	11,511.05	1,500.00	6,850.00	(6,161.05)	-47.35%
163	Annual Street List/Census Wages	1,500.00	0.00	0.00	(1,500.00)	-100.00%
163	Annual Street List/Census Expenses	750.00	0.00	750.00	0.00	0.00%
171	Conservation Comm.	1,500.00	0.00	1,500.00	0.00	0.00%
	Conservation Commission Agent Wages	0.00	5,250.00	14,000.00	8,750.00	166.67%
175	Planning Board expenses	2,500.00	0.00	1,400.00	(1,100.00)	-44.00%
175	Planning Board Clerk	2,520.00	0.00	0.00	(2,520.00)	-100.00%
176	Board of Appeals expenses	250.00	0.00	250.00	0.00	0.00%
176	Board of Appeals Clerk	1.00	0.00	1.00	0.00	0.00%
192	Town Offices	43,400.00	8,500.00	42,400.00	(9,500.00)	-18.30%
195	Town Report	1,200.00	0.00	1,200.00	0.00	0.00%
	Subtotal	524,703.48	59,450.08	541,845.07	-42,308.49	-7.24%
200	PROTECTION, PERSONS & PROPERTY					
210	Current Police Chief Salary	86,705.69	0.00	88,322.38	1,616.69	1.86%
210	Sergeant Salary	33,135.00	0.00	0.00	(33,135.00)	-100.00%
210	Full Time Officer 1	26,100.00	0.00	58,240.00	32,140.00	123.14%
210	Full Time Officer 2	26,100.00	0.00	58,240.00	32,140.00	123.14%
210	Part Time Officers	53,025.00	0.00	52,175.80	(849.20)	-1.60%
210	Police Expenses	38,474.00	0.00	41,990.00	3,516.00	9.14%
210	Police Rental Facilities	1,000.00	0.00	1,000.00	0.00	0.00%
220	Fire Dept Equipment & Maintenance	30,000.00	35,000.00	66,300.00	1,300.00	2.00%
220	Fire Dept Other Expenses	9,975.00		10,100.00	125.00	1.25%
220	Fire Dept Compensation	129,920.00	-20,000.00	129,920.00	20,000.00	18.20%
220	Fire Hall Lease	17,000.00	0.00	17,000.00	0.00	0.00%

221	Fire Inspector Stipend	3,387.46	0.00	3,516.18	128.72	3.80%
222	Berk. Cty. Sheriff Comm.	11,512.41	0.00	11,858.00	345.59	3.00%
240	Building Inspector Wages	33,784.82	5,409.00	42,730.33	3,536.51	9.02%
240	Alternate Building Inspector Wages	1,000.00	0.00	1,000.00	0.00	0.00%
240	Building Inspector Expenses	8,532.00	0.00	8,532.00	0.00	0.00%
243	Plumbing /Gas Inspector Exp	100.00	0.00	100.00	0.00	0.00%
245	Wiring Inspector Expenses	100.00	0.00	100.00	0.00	0.00%
291	Southern Berkshire Regional Emergency Planning Committee Assessment	500.00	0.00	500.00	0.00	0.00%
292	Animal Control/Dog Officer	1.00	0.00	1.00	0.00	0.00%
292	Animal Control Expenses	500.00	0.00	500.00	0.00	0.00%
293	Animal Inspector	934.20	0.00	600.00	(334.20)	-35.77%
294	Tree Warden Salary	3,673.00	0.00	4,000.00	327.00	8.90%
294	Tree Warden Expenses	43,000.00	0.00	49,000.00	6,000.00	13.95%
	Subtotal	558,459.58	20,409.00	645,725.70	66,857.12	11.55%
300	EDUCATION					
301	School Committee Stipend	1,612.01	0.00	1,612.01	0.00	0.00%
380	Schools: Capital	34,481.00	0.00	38,644.00	4,163.00	12.07%
380	Schools: Operating & Transportation	1,785,365.00	0.00	1,751,821.00	(33,544.00)	-1.88%
380	Loan & Interest SBRSD bond	34,606.00	0.00	40,064.00	5,458.00	15.77%
	Subtotal	1,856,064.01	0.00	1,832,141.01	-23,923.00	-1.29%
400	PUBLIC WORKS & FACILITIES					
422	Highway Operations	203,720.00	29,580.00	227,275.00	(6,025.00)	-2.58%
422	Director Of Operations Salary	80,194.84	0.00	83,242.24	3,047.40	3.80%
422	Foreman Wages	57,065.00	0.00	60,552.00	3,487.00	6.11%
422	Hwy 2 Wages	51,156.00	0.00	57,420.00	6,264.00	12.24%
422	Hwy 3 Wages	44,432.64	0.00	55,332.00	10,899.36	24.53%
422	Hwy 4 Wages	42,804.00	0.00	53,244.00	10,440.00	24.39%
422	Temporary Highway Employee	1.00	0.00	1.00	0.00	0.00%
422	Hwy Overtime (not winter)	2,500.00	0.00	2,500.00	0.00	0.00%
422	OSHA updates & compliance	6,142.50	0.00	6,142.50	0.00	0.00%
422	Highway Capital	137,500.00	-35,000.00	142,000.00	39,500.00	38.54%
423	Snow & Ice, Salt & Sand	150,000.00	166.83	150,000.00	(166.83)	-0.11%
423	Winter Overtime	22,500.00	0.00	22,500.00	0.00	0.00%
424	Public Lighting	4,800.00	0.00	4,800.00	0.00	0.00%
425	Fuel	30,000.00	35,000.00	60,000.00	(5,000.00)	-7.69%
430	Dam Inspection & Maint.	5,000.00	0.00	5,000.00	0.00	0.00%
433	Transfer Station Operations	89,900.00	125.00	126,661.00	36,636.00	40.70%
433	Transfer Station Part Time Employee Wages	48,622.50	0.00	39,573.48	(9,049.02)	-18.61%
435	Group Purchasing Regional	1,870.00	0.00	2,900.00	1,030.00	55.08%
491	Cemetery Maintenance & Lawn Care	22,500.00	9,539.83	22,500.00	(9,539.83)	-29.77%
491	Soldiers Graves	1,200.00	0.00	1,200.00	0.00	0.00%
	Subtotal	1,001,908.48	39,411.66	1,122,843.22	81,523.08	7.83%
500	HUMAN SERVICES					
510	Board of Health Elected Salary	1,272.00	0.00	1,200.00	(72.00)	-5.66%
510	Board of Health Expenses	2,550.00	0.00	2,325.00	(225.00)	-8.82%
510	Board of Health Clerk Stipend	1.00	0.00	1.00	0.00	0.00%
510	Sanitary Inspector Wages	22,267.18	0.00	23,113.33	846.15	3.80%
510	Public Health Services	2,400.00	0.00	2,400.00	0.00	0.00%
541	Council on Aging	4,362.00	170.00	4,422.00	(110.00)	-2.43%
541	COA Outreach Coordinator Wages	9,750.96	0.00	10,498.16	747.20	7.66%
543	Veterans Benefits	5,000.00	0.00	5,000.00	0.00	0.00%
543	Veterans Assessment	5,063.75	0.00	6,525.80	1,462.05	28.87%
175	BPRC Assessment	909.47	0.00	932.21	22.74	2.50%
545	Community Health Program	1,000.00	0.00	0.00	(1,000.00)	-100.00%
	Subtotal	54,576.36	170.00	56,417.50	1,671.14	3.05%
600	CULTURE & RECREATION					
610	Library General	33,781.00	0.00	37,455.00	3,674.00	10.88%

610	Library Wages	57,680.00	400.00	64,565.00	6,485.00	11.17%
610	Library Maintenance	12,900.00	0.00	15,875.00	2,975.00	23.06%
630	Park Commission	17,800.00	0.00	20,604.00	2,804.00	15.75%
New	Beach Monitor	0.00	0.00	3,600.00	3,600.00	
630	Lifeguard Payroll/Administrative fees	24,135.00	0.00	32,193.00	8,058.00	33.39%
630	Parks Lawn maint., spring/fall clean up	6,500.00	0.00	6,713.88	213.88	3.29%
New	Community Center Operations	0.00	0.00	16,800.00	16,800.00	
650	Community Center Administrative Staff	8,751.38	0.00	10,800.00	2,048.62	23.41%
692	Memorial Day	2,000.00	0.00	2,000.00	0.00	0.00%
	Subtotal	163,547.38	400.00	210,605.88	46,658.50	28.46%
700	DEBT SERVICE					
700	Fire Truck	102,600.00	0.00	0.00	(102,600.00)	-100.00%
700	Transfer Station	51,450.00	0.00	0.00	(51,450.00)	-100.00%
700	F550 Truck	0.00	0.00	44,000.00	44,000.00	
700	Tandem Axle	51,700.00	0.00	56,815.00	5,115.00	9.89%
700	Library Loan	104,188.33	0.00	135,000.00	30,811.67	29.57%
	Subtotal	309,938.33	0.00	235,815.00	(74,123.33)	-23.92%
900	MISCELLANEOUS EXPENSES					
911	Berk. County Retirement	136,228.00	0.00	148,440.00	12,212.00	8.96%
913	Unemployment Insurance	15,000.00	-7,062.30	5,000.00	(2,937.70)	-37.01%
914	Health Insurance	158,689.23	-5,250.00	160,194.36	6,755.13	4.40%
915	Life Insurance	300.00	0.00	300.00	0.00	0.00%
916	Medicare	16,222.50	0.00	17,033.63	811.13	5.00%
945	Bonds & Insurance	90,000.00	10,823.00	112,000.00	11,177.00	11.09%
	Subtotal	416,439.73	-1,489.30	442,967.98	28,017.55	6.75%
	Total Operating Expenses	4,885,637.35	118,351.44	5,088,361.36	84,372.57	1.69%

ARTICLE 4. To see if the town will vote to fix the maximum amount that may be spent during fiscal year 2024 beginning on July 1, 2023 for the revolving funds established in town by-laws for certain departments, boards, committees, agencies or officers in accordance with Massachusetts General Laws Chapter 44, Section 53E1/2 as follows, or take any other action relative thereto.

Revolving Fund	Department, Board, Agency or Officer Authorized to Spend from Fund	FY24 Spending Limit
Inspectional Services	Building Inspector	\$20,000
Board of Appeals	Zoning Board of Appeals	\$5,000
Composting Bins	Transfer Station	\$1,000
Building & Fire Inspection Education	Building Inspector	\$2,500

ARTICLE 5. To see if the Town will vote to amend the following items of Section 5 of the Departmental Revolving Fund bylaw by amending three revolving funds, and creating a new Community Center revolving fund as follows:

A Revolving Fund	B Department, Board, Agency or Officer Authorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable from Fund	E Restrictions or Conditions on Expenses Payable from Fund	F Other Requirements/Reports	G Fiscal Years
Conservation – Wetlands Protection Act	Conservation Commission	Fees and receipts related to wetlands protection and permitting other than NOI	Advertisement and related expenses	Annual Expenditures not to exceed: \$15,000	Fund carryover balance not to exceed: \$25,000	Fiscal Year 2024 and subsequent years
Conservation – Scenic Mountains Act	Conservation Commission	Fees and receipts related to regulation and protection of property pursuant to MGL 131, §39A	Advertisement and related expenses	Annual Expenditures not to exceed: \$500	Fund carryover balance not to exceed: \$5,000	Fiscal Year 2024 and subsequent years
Community Center	Select Board and Community Center Administration	Fees charged by the Community Center for the use of the center	Operational Expenses in excess of regular operating budget	Annual Expenditures not to exceed:	Fund carryover balance not to exceed: \$25,000	Fiscal Year 2024 and subsequent years

				\$10,000		
Bally Gally	Select Board and Director of Operations	Rental monies collected from Bally Gally	Expenses, supplies and contractual services to maintain and repair Bally Gally	Annual Expenditures not to exceed: \$10,000	Fund carryover balance not to exceed: \$50,000	Fiscal Year 2024 and subsequent years

Or take any other action relative thereto.

ARTICLE 6. To see if the Town will vote to transfer the sum of \$6,400 from Shared HR Manager Article 35 approved at the May 2021 Annual Town Meeting and \$8,736 from Shared HR Manager Article 11 approved at the May 2022 Annual Town Meeting or any other sum to a new Shared Human Resources Director operating line item, or take any other action relative thereto.
The Finance Committee supports this Article, 2-0.
The Select Board supports this Article, 3-0.

ARTICLE 7. To see if the Town will vote to appropriate the sum of \$30,000 or any other sum from Free Cash to be deposited in a Stabilization Fund for the Retiree Health and Life Insurance, or take any other action relative thereto.
The Finance Committee supports this Article, 3-0.
The Select Board supports this Article, 3-0.

ARTICLE 8. To see if the Town will vote to appropriate the sum of \$17,906 or any other sum from Free Cash for the Retiree Group Health/Life Insurance Benefit, or take any other action relative thereto.
The Finance Committee supports this Article, 3-0.
The Select Board supports this Article, 3-0.

ARTICLE 9. To see if the Town will vote to appropriate the sum of \$3,000 or any other sum from Free Cash to make a contribution to the Local Cultural Council, or take any other action relative thereto.
The Finance Committee supports this Article, 3-0.
The Select Board supports this Article, 3-0.

ARTICLE 10. To see if the Town will vote to appropriate the sum of \$3,000 or any other sum from Free Cash for the Town's share of grant to write an Open Space and Recreation Plan, or take any other action relative thereto.
The Finance Committee supports this Article, 3-0.
The Select Board supports this Article, 3-0.

ARTICLE 11. To see if the Town will vote to appropriate the sum of \$5,700 or any other sum from Free Cash to purchase electronic voting equipment for elections, or take any other action relative thereto.
The Finance Committee supports this Article, 3-0.
The Select Board supports this Article, 3-0.

ARTICLE 12. To see if the Town will vote to appropriate the sum of \$10,000 during the current FY23, or any other sum from Free Cash to resurface the Greene Park baseball field, or take any other action relative thereto.
The Finance Committee supports this Article, 2-1.
The Select Board supports this Article, 2-1.

ARTICLE 13. To see if the Town will vote to appropriate the sum of \$64,920 or any other sum from Free Cash to purchase and outfit a new Police Cruiser and to trade in or sell at auction the 2016 Cruiser, or take any other action relative thereto.
The Finance Committee supports this Article, 2-1.
The Select Board supports this Article, 2-1.

ARTICLE 14. To see if the Town will vote to appropriate the sum of \$25,621 or any other sum from Free Cash to purchase new radios for the Police Department, or take any other action relative thereto.
The Finance Committee supports this Article, 3-0.
The Select Board supports this Article, 3-0.

ARTICLE 15. To see if the Town will vote to appropriate the sum of \$51,670 or any other sum from Free Cash to pay for the town's annual assessment to the Southern Berkshire Volunteer Ambulance, or take any other action relative thereto.

The Finance Committee supports this Article, 3-0.

The Select Board supports this Article, 3-0.

ARTICLE 16. To see if the Town will vote to raise and appropriate the sum of \$49,600 or any other sum to pay for repairs and maintenance at Town Hall, or take any other action relative thereto.

The Finance Committee supports this Article, 3-0.

The Select Board supports this Article, 3-0.

ARTICLE 17. To see if the Town will vote to appropriate the sum of \$30,000 or any other sum from Free Cash to pay for the capital improvements on the fire company property contingent upon the execution of a new lease agreement between the Town and the Company upon terms and conditions acceptable to the Select Board, or take any other action relative thereto.

The Finance Committee supports this Article, 2 - 0

The Select Board supports this Article, 3 - 0

ARTICLE 18. To see if the Town will vote to appropriate the sum of \$129,000 or any other sum to purchase, equip and outfit a Medical Rescue Sport Utility Vehicle (SUV) and to modify and equip the current Med 9 and Brush Truck and to authorize the Town Treasurer with the approval of the Select Board to borrow said amount or take any other action relative thereto. (Requires Secret Ballot and 2/3 Vote)

The Finance Committee supports this Article, 3-0.

The Select Board supports this Article, 3-0.

ARTICLE 19. To see if the Town will vote to appropriate the sum of \$52,000, or any other sum from Free Cash to pay for battery powered hydraulic rescue tools for the Fire Department, or take any other action relative thereto.

The Finance Committee supports this Article, 3-0.

The Select Board supports this Article, 3-0.

ARTICLE 20. To see if the Town will vote to appropriate the sum of \$6,600, or any other sum from Free Cash to pay for new pagers for the Fire Department, or take any other action relative thereto.

The Finance Committee supports this Article, 3-0.

The Select Board supports this Article, 3-0.

ARTICLE 21. To see if the Town will vote to appropriate the sum of \$10,000, or any other sum from Free Cash to pay for a replacement Master Stream Nozzle for Truck 172 for the Fire Department, or take any other action relative thereto.

The Finance Committee supports this Article, 3-0.

The Select Board supports this Article, 3-0.

ARTICLE 22. To see if the Town will vote to appropriate the sum of \$50,000, or any other sum from Free Cash to pay for the non-chemical control of the invasive, aquatic weed Eurasian Watermilfoil and the hiring of a lake scientist to help determine the abundance and distribution of Eurasian Watermilfoil in Lake Garfield, or take any other action relative thereto.

The Finance Committee supports this Article, 3-0.

The Select Board supports this Article, 3-0.

ARTICLE 23. To see if the Town will vote to appropriate \$1,863.19 from certified Free Cash to be expended in accordance with the Massachusetts State-Subdivision for Statewide opioid settlement funds, funds to be used to supplement and strengthen resources available to communities and families for substance use disorder prevention, harm reduction, treatment, and recovery, or take any other action relative thereto.

The Select Board supports this Article, 3-0.

ARTICLE 24. To see if the Town will vote to transfer the remaining sum of \$29,854.86 from Article 25 approved at the May 2017 Annual Town Meeting for Highway Garage Siding & Painting to the general stabilization account, or take any other action relative thereto.
The Finance Committee supports this Article, 3-0.
The Select Board supports this Article, 3-0.

ARTICLE 25. To see if the Town will vote to transfer the remaining sum of \$20,000 from article 8 of the December 2019 Special Town Meeting for Phase I of the Municipal Vulnerability Grant town's portion to the general stabilization account, or take any other action relative thereto.
The Finance Committee supports this Article, 3-0.
The Select Board supports this Article, 3-0.

ARTICLE 26. To see if the Town will vote to authorize the Select Board to apply for, accept and expend a MassWorks Grant from the MassWorks Infrastructure Program up to the amount of \$1,000,000, and sum will be used for Safety Improvements on an approved town road in Monterey, or take any other action relative thereto.
The Select Board supports this article 3-0.

ARTICLE 27: To see if the Town will vote to adopt a local option room occupancy excise as allowed by G.L. c64G, § 3A, and further to adopt a local excise rate of 5%, or to take any other action relative thereto.

ARTICLE 28: To see if the Town will vote to adopt a local option community impact fee in the amount of 3% as allowed by G.L. c 64G, § 3D (a) as it applies to each transfer of occupancy of a "professionally managed unit," which is defined as one of two or more short-term rental units in Monterey not located in a single- or two- or three-family dwelling that includes the operator's (owner's) primary residence. The impact fee applies to transfers of occupancies on or after July 1, 2023 for which a rental contract was entered into on or after January 1, 2023. It does not apply to occupancy for which the rental contract was entered into before January 1, 2023, or to take any other action relative thereto.

ARTICLE 29: To see if the Town will vote to adopt a local option community impact fee in the amount of 3% as allowed by G.L. c 64G, § 3D(b) as it applies to short-term rental units in Monterey located within a two- or three-family dwelling that includes the operator's (owner's) primary residence. The impact fee applies only to transfers of occupancies on or after July 1, 2023 for which a contract was entered into on or after January 1, 2023, or to take any other action relative thereto.

ARTICLE 30. To see if the Town will vote to amend Section 3.1 Table of Use Regulations in the Town zoning bylaws by updating them as follows:

Section 3.1 Table of use regulations

Section D. Recreational Uses

Camp and or Recreational Facility, Seasonal or year-round.

Lake Shore District

From Y (Permitted as of Right)

To BA (Special Permit/Board of Appeals), or take any other action relative thereto.

ARTICLE 31. To see if the Town will vote to amend the Town Bylaws by adopting a new Article XX, Unreasonable Noise Bylaw, or take any action relative thereto.

§ XX-1. Unreasonable Noise Prohibited. It shall be unlawful for any person or persons to create, assist in creating, continue or allow to continue any unreasonable, excessive, unnecessary, or unusually loud noise which either annoys, disturbs, injures, or endangers the reasonable quiet, comfort, repose, or the health or safety of others within the Town of Monterey. Without limiting the general application of the foregoing sentence, the following acts are declared to be noises that violate this bylaw, but this enumeration shall not be exclusive:

- a) Radio, Musical Instruments, Television, and Public Address Systems. The playing of any radio, television set, amplified or musical instruments, loudspeakers, or other electronic sound producing devices, in such a manner or with volume at any time or place so as to annoy or disturb the reasonable quiet, comfort or repose of persons in any dwelling, or other type of residence, or in any office, school, church, or of any persons in the vicinity.
- b) Shouting, Whistling, and Chanting. Yelling, shouting, hooting, whistling, singing, chanting, or the making of any other loud noises at any time or place so as to annoy or disturb the reasonable quiet, comfort or repose of persons in any type of dwelling, or of any persons in the vicinity.
- c) Animal Noises. The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the reasonable comfort or repose of any person. This section shall not apply to farm animals, or animals serving any agricultural or farm-related purpose.
- d) Devices to Attract Attention. The use of any drum or other instrument or device of any kind for the purpose of attracting attention by the creation of noise. This section shall not apply to any person who is a participant in a school band or duly licensed parade or who has been otherwise authorized to engage in such activity.
- e) Construction and Home Maintenance Noise. The operation of vehicles, equipment, tools or machines used as a means of construction, maintenance, repair or demolition of a dwelling, building site, building, bridge, tower or road between the hours of 9:00 p.m. and 7:00 a.m., or the making of any such noise at any time or place so as to annoy or disturb the reasonable comfort or repose of persons in any dwelling, or other type of residence, or in any office, school, church or of any persons in the vicinity.
- f) Excessive Motor Noise. The operation of any unreasonably noisy motor at any time.

§ XX-2. Exemptions. None of the terms or prohibitions of the previous section shall apply or be enforced against:

- a) Noise caused by any emergency vehicle or equipment while engaged in the performance of necessary emergency business.
- b) Noise caused by any necessary excavation in or repairs of bridges, streets, or highways, or any public utility installation by or on behalf of the Town, or any public utility or any agency of the Commonwealth of Massachusetts.
- c) Noise caused by agriculture, as defined by M.G.L. Chapter 128 Section 1A, including but not limited to the operation of farm equipment, sawmills, harvesting equipment, and noises from farm animals.
- d) Noise caused by lawful hunting or other lawful discharge of firearms.
- e) Noise caused by organized sports.
- f) Noise caused by snow removal or road sanding for private drives, roadways or other ways.
- g) Noise caused by operation of a generator to provide electricity to a dwelling, business, or other building during a grid power outage.
- h) Noise from activities which have been granted a special permit pursuant to Section 3 below.

§ XX-3. Application for Permit for Relief. Application for a permit for relief from this Bylaw on the basis of undue hardship may be made to the Select Board. There shall be no permit fee for said permit application. Permit applications shall be acted upon within fourteen (14) business days of permit filing with the Select Board; If the Select Board does not act upon the permit application within fourteen (14) business days, the permit shall be deemed approved. Any permit granted by the Select Board shall set forth all conditions pertaining to the specified noise and a reasonable time limit for its abatement.

§ XX-4. Penalties. This bylaw shall be enforced by the Monterey Police Department. Whoever violates this Bylaw shall be subject to enforcement action by non-criminal disposition as provided in M.G.L. c. 40, §21D. The first violation of this Bylaw may be punished by a verbal or written warning. The second violation this Bylaw within 12 months after the first violation shall be punished by a fine of one hundred dollars (\$100.00). The third violation of this Bylaw within 12 months after the first violation shall be punished by a fine of two hundred dollars (\$200.00). All subsequent violations within 12 months after the first violation shall be punished by a fine of three hundred dollars (\$300.00). Each such act, which either continues or is repeated more than one-half (½) hour after issuance of a written notice of violation of this Bylaw shall be a separate offense and shall be prosecuted as a separate offense. If a violation occurs and the person or

persons responsible are not the record owner of the property, the owner shall be notified in writing that the violation has occurred.

- a) If a person or persons responsible for violations of this bylaw cannot be determined, the person in lawful custody and/or control of the premises, including but not limited to the owner, lessee or occupant of the property on which the activity is located, shall be deemed responsible for the violation.

§ XX-5. Severability. If any provision of this Bylaw is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the Bylaw shall not be invalidated.

ARTICLE 32. To see if the Town will vote to amend the Town bylaws by adopting a new Article XXI, to establish a Department of Municipal Inspections, or take any action relative thereto.

§ XXI-1. Appointment of Director.

The town accepts the provisions of MGL c.43C, §§ 13 and 14, establishing a consolidated Department of Municipal Inspections, to include the Building Inspector/Zoning Enforcement Officer, Wiring Inspector. The Select Board shall appoint the Director of Municipal Inspections. The term of such Director shall be three years, subject to removal by vote of the Select Board.

§ XXI-2. Responsibilities of Department.

The Department of Municipal Inspection shall be responsible for:

- A. The coordination of inspectional functions carried out by any municipal officer or agent within the Department.
- B. Maintenance of all records relating to inspections in a central common index.
- C. A single application process, which would indicate all inspections which might be necessary, including, but not limited to, any inspections under the zoning bylaw and other local bylaws, the Building Code and Plumbing and Gas Codes and any other local inspections within the responsibilities of the officials in this Department, as may be otherwise authorized.

§ XXI-3. Supervisory Authority of Director.

All personnel performing inspection functions shall, when performing such inspection services, be subject to the administrative control and direction of the Director of Municipal Inspections, but not otherwise.

§ XXI-4. Recommendations for appointment of staff.

The appointment of offices and employees necessary to staff the Department shall be recommended to the Select Board by the Director of Municipal Inspections.

ARTICLE 33. To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain temporary easements and/ or rights in portions of the following parcels of land for the purposes of making certain road and bridge improvements for Curtis Road over the Konkapot River: Assessor's Parcels 226-010, 226-009, 226-008, 231-007 for construction access; or to take any other action in relation thereto.

ARTICLE 34. To see if the Town will vote to accept as a public way a portion of Curtis Road, as heretofore laid out by the Select Board and shown on "Monterey – 2023 Town Layout Relocation Plan," prepared for the Town of Monterey Massachusetts by GCG Associates, Inc, dated March 10, 2023, said plan on file with the Town Clerk, as authorized by the Select Board.

ARTICLE 35. To see if the Town will vote pursuant to G.L. c. 268A, section 21A, to authorize commissions or boards to appoint members to any office or position under the supervision of such commission or board, or take any other action relative thereto.

ARTICLE 36. To see if the Town will vote to authorize any Town board to appoint any member thereof to another office or position for the term provided by law (if any), otherwise for the term not to exceed one year, and to fix the salary and compensation in accordance with G.L. c. 41, § 4A, or take any other action relative thereto.

ARTICLE 37. In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn inhabitants of said Town qualified to vote in the elections and Town affairs to meet in the Monterey Grange 291, Town Hall, 435 Main Road in said Town on **Tuesday, May 9,**

2023, at 12:00 o'clock p.m. and then and there to vote their ballots for the election of the following Town officers:

- One member of the Board of Appeals for five years
- One member of the Board of Appeals for five years
- One member of the Bylaw Review Committee for three years
- One member of the Board of Assessors for three years
- One member of the Board of Health for three years
- One member of the Cemetery Committee for three years
- One member of the Finance Committee for three years
- One member of the Finance Committee for one year
- Two Library Trustees for three years
- One Moderator for one year
- One member of the Park Commission for three years
- One member of the Planning Board for five years
- One member of the Select Board for three years
- One Tree Warden for one year

All of the above will be voted upon an official ballot provided at the election place by the Town Clerk and Election officers.


The polls will be open at 12:00 noon and remain open until 7:00 o'clock p.m. in the evening.

Hereof fail not and make return of this Warrant with your doings thereon to the Clerk of said Town at or before the time of said meeting.

Given under our hands this 12 day of April, 2023.


Justin Makuc, Chair


Scott Jenssen


Susan Cooper
MONTEREY SELECT BOARD

A true copy attest.

Pursuant to the within Warrant, I have this 13 day of April, 2023, notified and warned inhabitants of the Town of Monterey in accordance with the Town Bylaws and the General Laws of the Commonwealth of Massachusetts.


Julio Rodriguez, Constable

LEGAL DESCRIPTION 2023 CURTIS ROAD RELOCATION

The baseline used for the 2023 Curtis Road Relocation is from a 2021 survey baseplan of Curtis Road prepared for MassDOT by GCG Associates, Inc. The Curtis Road baseline begins at a point shown on said baseplan as station 0+00.00 and extends thence,

A bearing of N32°39'28"E a distance of 194.76 feet, thence
Northeasterly by a curve to the left of 750.00 feet radius and 102.37 feet, thence
A bearing of N24°50'15"E a distance of 53.36 feet, thence
Northeasterly by a curve to the left of 750.00 feet radius and 122.03 feet, thence
A bearing of N15°30'54"E a distance of 177.48 feet, to the point of terminus.

The westerly location line of the 2023 Town Layout Relocation of Curtis Road begins at a point on the westerly sideline of Curtis Road, said point being N57°20'32"W and being 24.75 feet distant from station 0+00.00 of the Curtis Road baseline, thence

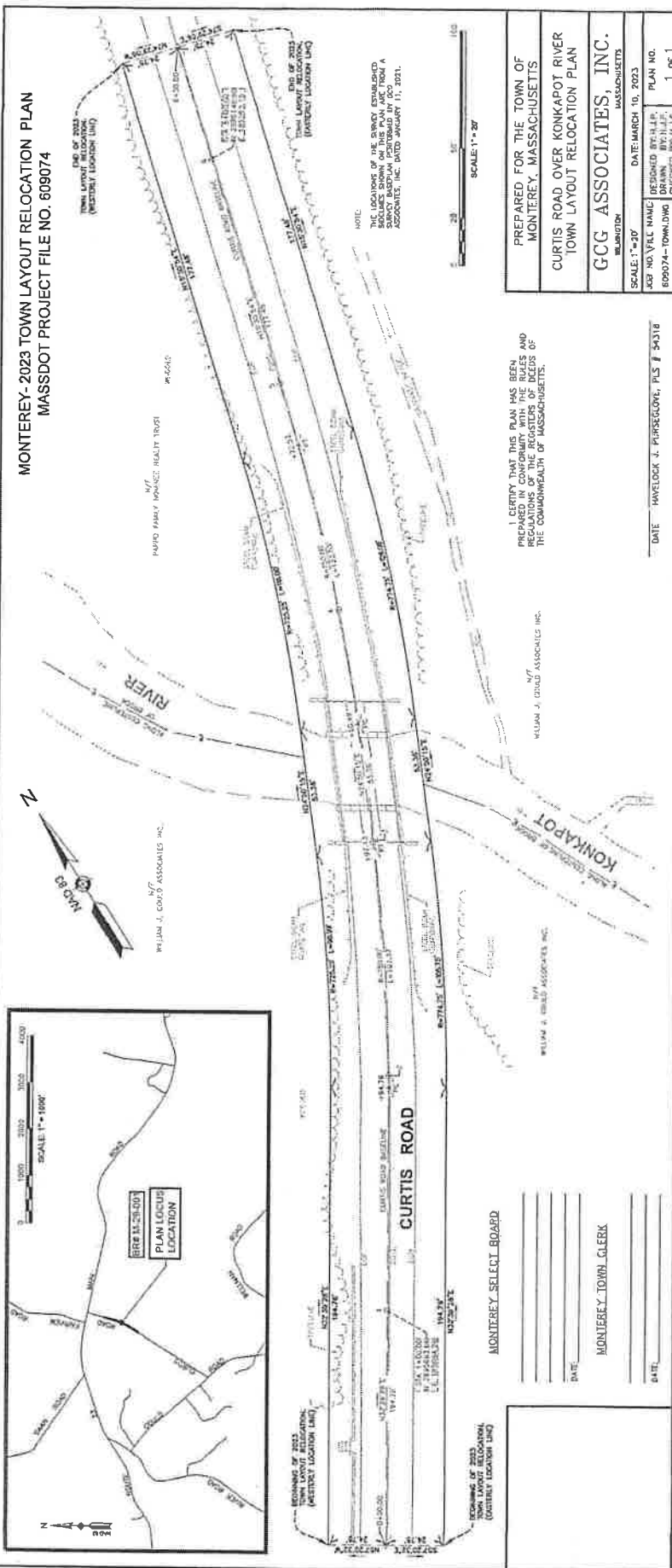
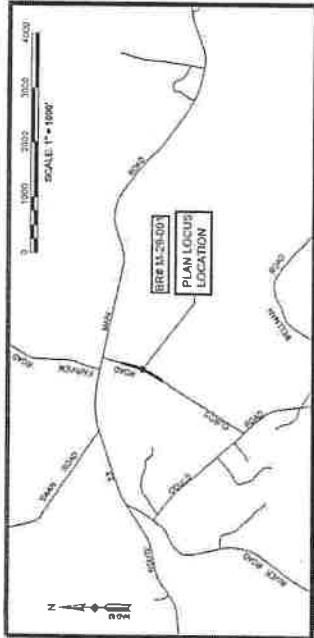
A bearing of N32°39'28"E a distance of 194.76 feet, thence
Northeasterly by a curve to the left of 725.25 feet radius and 98.99 feet, thence
A bearing of N24°50'15"E a distance of 53.36 feet, thence
Northeasterly by a curve to the left of 725.25 feet radius and 118.00 feet, thence
A bearing of N15°30'54"E a distance of 177.48 feet, to the point of terminus, said point being N74°29'06"W and being 24.75 feet distant from station 6+50.00 of the Curtis Road baseline.

The easterly location line of the 2023 Town Layout Relocation of Curtis Road begins at a point on the easterly sideline of Curtis Road, said point being S57°20'32"E and being 24.75 feet distant from station 0+00.00 of the Curtis Road baseline, thence

A bearing of N32°39'28"E a distance of 194.76 feet, thence
Northeasterly by a curve to the left of 774.75 feet radius and 105.75 feet, thence
A bearing of N24°50'15"E a distance of 53.36 feet, thence
Northeasterly by a curve to the left of 774.75 feet radius and 126.06 feet, thence
A bearing of N15°30'54"E a distance of 177.48 feet, to the point of terminus, said point being S74°29'06"E and being 24.75 feet distant from station 6+50.00 of the Curtis Road baseline.

Above described Layout Relocation being shown on a plan entitled "Curtis Road Over Konkapot River, Prepared For The Town of Monterey, Massachusetts, Scale 1"=20', dated March 10, 2023 and prepared by GCG Associates, Inc." said plan to be recorded at the Southern Berkshire Registry of Deeds.

MONTEREY-2023 TOWN LAYOUT RELOCATION PLAN
 MASSDOT PROJECT FILE NO. 609074



NOTE
 THE LOCATION OF THE SURVEY MONUMENTS
 IS INDICATED BY THE PLAN AND FROM A
 SURVEY CONDUCTED BY GCG ASSOCIATES, INC.
 AND DATED JANUARY 11, 2021.

CERTIFY THAT THIS PLAN HAS BEEN
 PREPARED IN ACCORDANCE WITH THE
 REGULATIONS OF THE REGISTER OF DEEDS OF
 THE COMMONWEALTH OF MASSACHUSETTS.

PREPARED FOR THE TOWN OF
 MONTEREY, MASSACHUSETTS
 CURTIS ROAD OVER KONKAPOT RIVER
 TOWN LAYOUT RELOCATION PLAN
 GCG ASSOCIATES, INC.
 MASSACHUSETTS

SCALE: 1"=20'	DATE: MARCH 10, 2023	PLAN NO.
JOB NO. VPLC NANC	DRAWN: BFL/JLP	1 OF 1
609074--TOWNLWIG	CHECKED: BFL/JLP	

DATE: HAVELOCK J. PURSEGLONE, PLS # 54318

MONTEREY SELECT BOARD

 DATE: _____
 MONTEREY TOWN CLERK

 DATE: _____